

CONTRACT #5
RFS # 331.11-035

Department of Education

VENDOR:
SAS Institute, Inc.



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

PHIL BREDESEN
GOVERNOR

RECEIVED
MAY 09 2006
FISCAL REVIEW

LANA C. SEIVERS, Ed.D.
COMMISSIONER

To: Ms. Leni Chick, Fiscal Review
From: Lana C. Seivers, Commissioner *LCS*
Date: May 9, 2006
RE: Request to appear before Fiscal Review Committee

Please consider the enclosed request to appear before the Fiscal Review Committee to answer any questions regarding the proposed Non-Competitive Amendment to FA-05-16315-00 – Contract with SAS Institute, Inc.

The proposed amendment will increase the number of research days, that were provided through the original contract, to address any data analysis needs for the USDOE as well as the addition of deliverables for data analysis, reporting, and calculations of Annual Yearly Progress as mandated by the No Child Left Behind Act. The proposed amendment will also allow for the provision of data analysis and support for the special education portfolio assessments.

Thank you for your consideration to our request.

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW **MUST** BE DETAILED OR ADDRESSED **AS REQUIRED**.

1) RFS # 331.11-035-05

2) State Agency Name : Department of Education

EXISTING CONTRACT INFORMATION

3) Service Caption : Student Assessment

4) Contractor : SAS Institute, Inc.

5) Contract # FA-05-16315-00

6) Contract Start Date : January 1, 2005

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : December 31, 2009

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$5,668,999.80

PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # 01

10) Proposed Amendment Effective Date : June 1, 2006
(attached explanation required if date is < 60 days after F&A receipt)

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : December 31, 2009

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$8,530,999.40

13) Approval Criteria : (select one)

☒ use of Non-Competitive Negotiation is in the best interest of the state

☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

This amendment will add five (5) deliverables that are considered a natural progress of existing services. It will also allow for an increase in the number of days available for special research. The total for this amendment is \$2,861,999.60. Federal grants will cover \$2,005,000 with \$856,999.60 coming from state funds.

This amendment includes the following:

Amend deliverable nine (9) to provide an additional 60 days of research in order to address any data analysis needs required for USDOE reporting. The original cost of \$55,000 for thirty (30) days at a per day rate of \$1,833.33 has been reduced to a per day rate of \$1,825 at a maximum of \$164,250 per year. The additional cost per year is \$109,500, over four (4) years for a total addition of \$438,000 to be paid from state funds. The additional state funds requested in the amount of \$418,999.60 are due to an under-calculation of funds in the first and last years of the contract. The original annual dollar amount was divided in half to determine the original funding requirements. This calculation did not take into consideration the actual deliverable due dates.

Add the following deliverables with the associated costs:

Ten (10), provides data analysis and calculations to support the TDOE Report Card; this deliverable is at no cost to the state.

Eleven – thirteen (11-13), provide data analysis, reporting and calculations of Annual Yearly Progress (AYP) as mandated by the No Child Left Behind Act (NCLB) on all state assessments. The combined cost for these three deliverables is \$390,000 per year, for a five (5) year total of \$1,950,000 to be paid from federal funds.

Fourteen (14), provides data analysis and support for Special Education Portfolio Assessments to include AYP calculations and projections for the Tennessee Value Added Assessment System. The cost of this deliverable is \$11,000 per year for a five (5) year total of \$55,000 to be paid from federal funds.

15) Explanation of Need for the Proposed Amendment :

TDOE is required to report AYP to USDOE by July 1 each year. The calculations for AYP include participation and proficiency for over 500,000 students in grades 3-8 each year. These calculations require comparison of student scores from previous years test results, analysis of student scores and projections for future expectations. School and System summary analysis as well as disaggregated analysis are also required across all available demographic information, including gender, ethnicity, economic status, and special education status.

After the calculations are reported, schools are given two weeks to appeal their AYP status regarding proficiency and participation percentages. If they have not met the guidelines, the appeal gives them an opportunity to change their status. Changes are based upon information that was miscoded on student answer documents, i.e. special education status. Once appeals are completed, the vendor must recalculate the data. New results are then reported to USDOE and the public prior to the start of school in August. The state does not have the resources to conduct the calculations and analysis of the magnitude involved in the timelines allowed.

16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

SAS Institute, Inc.; SAS Campus Drive, U-4114, Cary, NC 27513

17) Documentation of Office for Information Resources Endorsement :

(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The state negotiated the costs of these new services with the vendor. The costs for all deliverables are at the same or lower costs than similar deliverables provided in the current contract.

The state has confirmed that the cost of analysis to Tennessee is significantly lower than similar work being done by this vendor in other states. The state pays a flat fee for each of the Value Added Deliverables. In other states, SAS charges \$2.50 per student and \$25.00 per teacher for the same and/or similar services. See attached Services Specification Form.

SAS provides in kind services to the state of Tennessee. These services include TVAAS, AYP, research, and data compilation for the state Report Card. In 2004/2005 we tested a total of 1,121,302 students through state assessments. We have approximately 40,000 teachers therefore, for Tennessee these rates would be the equivalent of \$3,803,255 per year. The contract cost for the Value Added

deliverables is \$1,078,799.80 this is a savings of \$2,724,455.20. The AYP calculations for other states would cost the same \$2.50 per student, for Tennessee this would be an additional \$2,803,255.00. This amendment will add an additional \$390,000 per year for a savings of \$2,404,255.00. Customized analyses/research for other states is \$2,000 per day, the state pays a reduced rate of \$1,825 per day, for a daily savings of \$175 and a maximum savings of \$15,750. The data for the report card, a value of \$20,000 is given to the state at no charge. The total annual value to the state of Tennessee for these in-kind services is \$5,164,460.20.

21) Justification for the Proposed Non-Competitive Amendment :

The federal assessment grant, of \$7.4M depends upon the accurate and consistent reporting of data for the state. The credibility of SAS in providing data that is reliable and equated from year to year gives us a proven track record in continuing to utilize their services as the need for additional analysis and reporting arises from ever changing federal requirements. They have provided a federally recognized end result through a methodology the state has utilized since 1991 in providing reliable analysis of TVAAS data in accordance with Tennessee Code Annotated.

The addition of AYP calculations to the existing analysis conducted by SAS is considered a natural progression of services. The state has an established and secure mechanism in place for transferring assessment data to SAS through the existing contract. Adding AYP calculations to the existing contract will ensure the consistent use and reporting of data, as well as continued security of student level information. The integrity of the data provided through SAS has been consistently approved by USDOE in reviewing reports provided by the state.

The No Child Left Behind Act (NCLB), implemented in 2004 requires reporting of AYP calculations related to student, school and system level growth towards proficiency as established by the state. The state reports three levels of proficiency, Advanced, Proficient and Below Proficient. These levels were established through a standard setting procedure utilizing Tennessee educators to review the content knowledge required to score at a proficient level on state assessments.

AYP calculations involve the use of data from state assessments, including student participation in assessments and student, school and system proficiency levels. The first two years required these calculations for grades 3, 5, 8 and high school and the state's intent had been to analyze the data and conduct the calculations within the department. Based on the difficulty of the calculations and turnaround of less than thirty (30) days, the state sought the guidance of SAS. SAS agreed to provide the calculations for no charge until the full implementation of the NCLB requirements. In 2006, the requirements expanded to include all grades, 3-8 and high school.

In addition, the federal legislation requires assessments to be developed and administered to students in Special Education. In August 2005, TDOE received clarification regarding these assessments and specifics pertaining to reporting their results to USDOE. These assessments require the same level of validity and reliability as well as reporting required by the state's other assessment programs. The analysis conducted and reported through the state report card provides for evaluation and projection of student scores. This amendment will allow for analysis and reporting for the Special Education Portfolio assessments.

As education continues to be a priority, the state faces new challenges each day in providing data to the federal government pertaining to the proficiency of students in Tennessee. SAS has proven consistency in the validity and reliability of data that they have provided; the state has consistently been approved by USDOE in regards to data that has been provided through their analysis.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Lana C. Guirard

Agency Head Signature

5/9/06

Date



SAS Campus Drive
Cary, NC 27513
tel (919) 531 1075
fax (919) 677 4444
june.rivers@sas.com

SERVICES SPECIFICATION FORM

For EVAAS® Service Agreement No. _____

(Customer should complete all applicable items in Part 1 for the Services desired.)

Part 1.A. Services Requested (Customer to check applicable boxes)	Part 1.B. Customization/On-Site Consulting/Presentation Details (Customer to complete)
<input type="checkbox"/> District/School Reports	Dates Needed:
<input type="checkbox"/> Teacher Reports	Description:
<input type="checkbox"/> Password-protected Web Reports	
<input type="checkbox"/> Customized Analysis Reports	Contact for Technical Questions (name, phone, email):
<input type="checkbox"/> On-Site Consulting/Presentation	
<input type="checkbox"/> Purchase Order No.	
	(optional)

Part 2.A. Rates for Services (Consultant to complete)	Part 2.B. Estimated Completion Dates for Services (Consultant to complete)
\$ District/School Reports per student @\$1.00 per student	
\$ Teacher Reports per teacher @\$25.00 per teacher	
\$ Password-protected Web Reports @\$1.50 per student	
\$ Customized Analyses @\$2,000 per day per staff requirement	
\$ On-Site Consulting/Presentation per day @\$2,500 per day	
\$ On-Site Consulting/Presentation Travel and Living Expenses (Estimated)	

Part 3. Rates Accepted (Customer to sign after Consultant completes Part 2 above):

Customer: _____

By _____

Authorized signature

Name (type or print)

Title

On _____

Date

lg17.0010/03MAR06

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**AMENDMENT # 01
TO CONTRACT FA-05-16315-00**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the State, and SAS INSTITUTE INC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Attachment A in its entirety and insert the following in Section A:

SCOPE OF SERVICES

It is expressly understood that the following scope of services does not require the development of new software or modification to existing software to provide the services required by Tennessee statute to support the Tennessee Value-Added Assessment System.

1. The Contractor shall provide the capability to support the Tennessee Value-Added Assessment System (TVAAS). These deliverables represent a portion of the In Kind Contribution as defined in section E.15. Standard costs for these services are \$2.50 per student and \$25.00 per teacher. The contractor shall provide TVAAS services to include the following:

DELIVERABLE 1

- a. To enable the estimation of system, school and teacher effects based upon data generated by the state-mandated tests administered in grades 3-8, High School Gateways, High School End of Course, Writing for grades 5, 8, and 11. The State will provide to the Contractor by January 30 of each year a list of that year's state-mandated tests, along with a file description for each test administered, and a timeline indicating anticipated delivery of electronic data from each test to be included in that year's reporting provided by the Contractor.

DELIVERABLE 2

- b. To enable the estimation of system and school effects based upon data generated by the tests administered to determine college preparation.

DELIVERABLE 3

- c. Refinement of the means for detecting potential breaches of data integrity ("filters") will continue in coordination with the Office of Evaluation and Assessment, Department of Education.

DELIVERABLE 4

- d. Further evaluation of alternatives for standard setting will be considered in order to provide options for the Commissioner of Education and the State Board of Education in the setting of achievement standards.

DELIVERABLE 5

2. The Contractor shall conduct analyses of raw test scores necessary to ensure equated forms with previous years. The Contractor shall notify the State regarding results of analysis with any recommendations for any adjustment to scales for maintenance of consistency in equating test forms with previous years.

DELIVERABLE 6

3. The Contractor shall provide electronic reporting in the fall of each year of schooling effects resulting from analyses of tests administered in the summer, fall and spring of the previous school year. This reporting shall include the following:
 - a. System reports
 - b. School reports
 - c. Teacher reports

DELIVERABLE 7

4. The Contractor will develop procedures to provide forecasts of those individual students at risk of not meeting the state's standards in subsequent grades and subjects, including CRT's administered in grades 3-8, high school subjects, and college entrance requirements.

DELIVERABLE 8

5. The Contractor shall enable web delivery of annual TVAAS Reports. The Contractor shall deliver, in a web environment, analytic tools for diagnostic purposes as set forth in the Restricted Access section below. For all of the following services, the hardware, software and personnel will be provided by the Contractor. The services will be delivered in two categories: Public Access and Restricted Access.

Public Access. The TVAAS reports, which are required by state statute to be made publicly available, will be hosted on server(s) that will provide public access through linkage from the State's web site(s). The availability of access will be determined by the completion date of the necessary analyses and authorization by the Commissioner of Education. The Contractor will host a functional web site containing the most current TVAAS reports provided to the State under the Contract. The web site will be available to the general public through link(s) contained on applicable web page(s) maintained by the State

Restricted Access. Independently of the public access, other analytical results useful for diagnostic purposes as set forth in a-g below will be made available on a restricted access basis. These results will be web accessible with "drill down" capability. The Contractor will provide secure server(s) with access to be limited and controlled by authorizations provided by the Commissioner of Education. The Contractor will supply online the enrollment tools necessary for the above authorization. Contractor agrees to act reasonably to prevent unauthorized access but makes no warranty or guarantee regarding impenetrability of the server(s).

The following would represent the hierarchy of the available reports:

- a. District level TVAAS reports
- b. District level gain by achievement reports
- c. School level TVAAS reports
- d. School level gain by achievement reports
- e. Presentation of individual student prior history with graphical and tabular options that will include both raw data and the most probable achievement level estimates of each student's scores. If appropriate data are supplied, projections as to the rate of progress necessary for students to meet future standards will be included.
- f. Projections of probability that students are on track to meet:
 - (i.) State standards in grades 3-8
 - (ii.) Gateway requirements
 - (iii.) High School End of Course Requirements
 - (iv.) Standards for admission to the State's universities
- g. Online access to individual student test scores and student projections.
- h. Report of comparable schools based on demographic information, with the ability to link to the Public Access information about each school listed.
- i. Compliance reports mandated by the No Child Left Behind Act, provided the State provides written specifications for compliance, including a web delivery of the report card information required by state and federal statute for the state, systems and schools.

DELIVERABLE 9

6. The Contractor shall conduct research studies for up to 30 days. The studies shall provide rigorous statistical analyses for research questions, defined by the Department, which will aid in the determination of effective policies and practices to facilitate improved rates of academic progress for Tennessee's students.

7. PERFORMANCE MEASURE:

The following describes quantitative, results-based, performance measures to evaluate successful completion of activities required by this contract. These measures are agreed by both parties to demonstrate results to be achieved.

The development, reporting, research, and services provided to the State Department of Education must provide appropriate data necessary to meet requirements specified in TCA 49-1-601, 602, 604, 606, 608, and 610 as described in the scope of services.

The design, completion, and delivery of a trend analysis. This analysis shall utilize the existing Tennessee achievement test database to generate trend lines from which determination can be made regarding the change (or lack thereof) in achievement levels by grade and subject area covering the period 1991-through the most recently administered 3-8 tests, as well as other analyses necessary to identify impediments and accelerators of student academic growth. The analyses shall provide data at the system as well as state level.

2. Delete A.6 in its entirety and replace with the following:

DELIVERABLE 9

6. The Contractor shall conduct research studies for up to 90 days. The studies shall provide rigorous statistical analyses for research questions, defined by the Department, which will aid in the determination of effective policies and practices to facilitate improved rates of academic progress for Tennessee's students. This deliverables represents a portion of the In Kind Contribution as defined in section E.15. Standard costs for research is \$2,000 per day.

3. Add the following to Section A:

8. **DELIVERABLE 10:** The Contractor shall conduct review and analysis of all data generated by the state and federal-mandated tests administered through the Tennessee Comprehensive Assessment Program. The Contractor shall prepare the results of the analysis for inclusion in the State Report Card. These services are considered In Kind Contributions as defined in Section E.15 of the contract. Standard costs for this service is approximately \$20,000.
9. The Contractor shall provide all data analysis to support and report all Annual Yearly Progress (AYP) calculations as mandated by the No Child Left Behind Act (NCLB). These deliverables represent a portion of the In Kind Contribution as defined in section E.15. Standard costs for these services are \$2.50 per student and \$25.00 per teacher. These services shall include the following:

DELIVERABLE 11

- a. Enable the calculation of system and school progress based upon data generated by the state-mandated tests administered in grades 3-8, High School Gateways, Writing for grades 5, 8, and 11. The State will provide to the Contractor by January 30 of each year a list of that year's state-mandated tests, along with a file description for each test administered, and a timeline indicating anticipated delivery of electronic data from each test to be included in that year's reporting provided by the Contractor.

The following represents the calculations to be reported:

- i. Calculations as to the rate of progress necessary for students to meet future standards for the Growth Model Amendment for NCLB.
- ii. Calculations for determination of participation and proficiency requirements of NCLB.
- iii. Calculations for the determination for Safe Harbor as required by NCLB.

- iv. Delivery of preliminary school classification and notification report.
- v. Compliance reports mandated by the No Child Left Behind Act, provided the State provides written specifications for compliance.

DELIVERABLE 12

- b. Refinement of the means for detecting potential breaches of data integrity ("filters") will continue in coordination with the Office of Assessment, Evaluation and Research, Department of Education.

DELIVERABLE 13

- c. Provide electronic reporting In the fall of each year of system and school progress resulting from analyses of tests administered in the summer, fall and spring of the previous school year. This reporting shall include the following:
 - (i.) System reports
 - (ii.) School reports

- 10. **DELIVERABLE 14:** The Contractor shall provide all data analysis to support and report all Annual Yearly Progress (AYP) calculations as mandated by the No Child Left Behind Act (NCLB) and the Tennessee Value-Added Assessment System (TVAAS) for the TCAP-ALT Portfolio Assessment. These services shall include the same detailed analysis and reporting as provided for the TCAP assessments.

- 4. Delete Attachment B in its entirety and insert the following as clause E.16:

E. 16. LIQUIDATED DAMAGES SCHEDULE. In the event of a Contractor Breach, an amount equal to one month of compensation will be withheld by the State as Liquidated Damages. All data analysis and reporting deliverable due dates are contingent upon receipt of clean, usable data from the state within mutually established timelines.

- 5. Delete Section C.1. Maximum Liability in its entirety and replace with the following:

Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eight Million Five Hundred Thirty Thousand Nine Hundred Ninety-Nine Dollars and Thirty-two Cents (\$8,530,999.32). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 6. Delete Section C.3. Payment Methodology in its entirety and replace with the following:

Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE	AMOUNT
Deliverable 1 TVAAS data analysis Due August each contract year	\$100,000.00/upon completion
Deliverable 2 ACT analysis Due September each contract year	\$100,000.00/upon completion
Deliverable 3 TVAAS Data integrity Due July each contract year	\$100,000.00/upon completion
Deliverable 4 TVAAS Standard setting Due October each contract year	\$100,000.00/upon completion
Deliverable 5 GRT/CDF reviews Due July each contract year	\$100,000.00/upon completion
Deliverable 6 TVAAS Reporting Due November each contract year	\$190,000.00/upon completion
Deliverable 7 TVAAS Projections Due August each contract year	\$120,000.00/upon completion
Deliverable 8 Web Delivery monthly	\$22,399.99/monthly
Deliverable 9 Research As needed	\$164,425.00 / \$1,825 per day
Deliverable 10 Report Card data Due October each contract year	No Charge
Deliverable 11 AYP data analysis Due July each contract year	\$100,000/upon completion
Deliverable 12 AYP data integrity check Due July each contract year	\$100,000/upon completion
Deliverable 13 AYP reporting Due July each contract year	\$190,000.00/upon completion
Deliverable 14 ALT portfolio data review Due August each contract year	\$11,000/upon completion

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

SAS INSTITUTE INC:

Laurie Rebne, Consulting Business Manager

Date

DEPARTMENT OF EDUCATION:

Lana C. Seivers, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

REVISED

CONTRACT SUMMARY SHEET

RFS Number:	331.11-035-05	Contract Number:	FA-05-16315-00
State/Agency:	Department of Education	Division:	Assessment
Contractor:		Contractor Identification Number:	
SAS Institute, Inc.		X	V-
			C-
		V561133017-00	

Service Description:

Student Assessment

Contract Begin Date:	Contract End Date:
January 1, 2005	December 31, 2009

Allotment Code:	Cost Center:	Object Code:	Fund:	Grant:	Grant Code:	Subgrant Code:
331.11	730	083	25	on STARS	VAR	VAR

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (include ALL amendments)
2005	\$589,399.94				\$589,399.94
2006	\$1,133,799.96				\$1,133,799.96
2007	\$1,133,799.96				\$1,133,799.96
2008	\$1,133,799.96				\$1,133,799.96
2009	\$1,133,799.96				\$1,133,799.96
2010	\$544,400.02				\$544,400.02
Total	\$5,668,999.80	\$0.00	\$0.00	\$0.00	\$5,668,999.80

CFDA Number:	N/A	Check the box (below) ONLY if the answer is YES	
State/Fiscal Contact:		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	John Sharp	Is the Contractor a VENDOR? (per OMB A-133)	X
Address:	710 James Robertson Pkwy, 6th Floor, Nashville 37243	Is the Fiscal Year Funding STRICTLY LIMITED?	X
Phone:	615-532-1658	Is the Contractor on STARS?	X
Procuring Agency/Budget Officer Signature:		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractor's Form W-9 Filed with Accounts?	X

COMPLETE FOR ALL AMENDMENTS (only)		
	Base Contract & Prior Amendments	This Amendment ONLY
End Date >		
FY: 2005		
FY: 2006		
FY: 2007		
FY: 2008		
FY: 2009		
FY: 2010		
Totals:	\$0.00	\$0.00

Funding Certification
Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

PROCESSED

JUL 11 2005

DIRECTOR OF ASSESSMENT

REVISÉD

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number		FA-05-16315-00					
Fiscal Year		2005					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
331.11	730	083	25	TK5	AAX	N/A	\$589,399.94
Fiscal Year	2006						
331.11	730	083	25	TK6	AAX	N/A	\$1,133,799.96
Fiscal Year	2007						
331.11	730	083	25	TK7	AAX	N/A	\$1,133,799.96
Fiscal Year	2008						
331.11	730	083	25	TK8	AAX	N/A	\$1,133,799.96
Fiscal Year	2009						
331.11	730	083	25	TK9	AAX	N/A	\$1,133,799.96
Fiscal Year	2010						
331.11	730	083	25	TK0	AAX	N/A	\$544,400.02
TOTAL							\$5,668,999.80

CONTRACT SUMMARY SHEET

RFS Number	331.115-035	Contract Number	FA-05-16315-00
State Agency	Department of Education	Division	Evaluation and Assessment
Contractor		Contractor Identification Number	
SAS Institute, Inc.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	56-1133017-00

Service Description

Provision of services relating to the Tennessee Value-Added Assessment System

Contract Begin Date	Contract End Date
January 1, 2005	December 31, 2009

Allocation Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
331.11	730	83	25	on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount include ALL amendments
05	\$566,899.98				\$566,899.98
06	\$1,133,799.96				\$1,133,799.96
07	\$1,133,799.96				\$1,133,799.96
08	\$1,133,799.96				\$1,133,799.96
09	\$1,133,799.96				\$1,133,799.96
10	\$566,899.98				\$566,899.98
Total	\$5,668,999.80	\$0.00	\$0.00	\$0.00	\$5,668,999.80

CFDA Number	Check the box (below) ONLY if the answer is YES
State Fiscal Contact	Is the Contractor a SUBRECIPIENT? (per OMB A-133)
Name: John Sharp	Is the Contractor a VENDOR? (per OMB A-133)
Address: 6th Floor, Andrew Johnson Tower	Is the Fiscal Year Funding STRICTLY LIMITED?
Phone: 615-532-1658	Is the Contractor on STARS?
Procuring Agency Budget Officer Signature	Is the Contractor's FORM W-9 ATTACHED?
	Is the Contractor's Form W-9 Filed with Accounts?

COMPLETE FOR ALL AMENDMENTS (only)		
End Date >	Base Contract & Prior Amendments	This Amendment ONLY
FY		
FY		
FY		
FY		
FY		
FY		
Totals	\$0.00	\$0.00

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Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

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